

## REMARKS/ARGUMENTS

### Rejections Under 35 U.S.C. § 102(e)

The final Office Action of February 9, 2006, maintains the rejection of Claims 1, 5-24, and 26 under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent 6,577,861 to Ogasawara (hereinafter "the Ogasawara patent").

The final Office Action attempts to respond to the prior arguments of Applicant from December 22, 2005. However, the responses in Section 1 of the final Office Action are unclear and, in some instances, beyond interpretation. Accordingly, the grounds of rejection remain unclear to Applicant in view of these responses of the Office Action, and, Applicant respectfully submits that the Office Action fails to adequately consider and address Applicant's prior arguments and amendments.

For example, the final Office Action at page 2 states, "To make it clear that the exchange information 'transaction' between the wireless devices via server are difference the function of processing with client/server in computer network (cable; wires)." And the final Office Action at page 3 states, "How the mobile device exchange transaction via store server and payment used by credit card." It is unclear to Applicant what these statements are expressing with regard to Applicant's prior arguments, or whether Applicant's prior arguments and amendments have been fully considered. Applicant notes that MPEP § 707.04(d) indicates that "the ground of rejection [should be] fully and clearly stated."

Accordingly, Applicant respectfully requests withdrawal of the finality of the Office Action of February 9, 2006, and either (1) allowance of the application or (2) presentation of full and clear statements with regard to the grounds of rejection in view of Applicant's prior arguments, which are presented again below, and Applicant's additional arguments, presented below.

### Additional Arguments

In addition to the prior arguments presented below, Applicant submits that the current and prior rejections of Claim 1 completely fail to address the amended claim language of "independent of the merchant entity" with regard to the management entity. In the response of the Office Action, a statement on page 3 appears to remark that the Ogasawara patent discloses

the same function, but not using the same words. However, Applicants respectfully submits that the difference in the words does not result in the same function (i.e., receiving control information from a credit card issuer or from a management entity independent of the merchant entity is not the same as “in exchange electronic transaction via store server to has a purchase transaction” as recited in the Office Action). The cited disclosures of a store server 10, and its related remote server 26, in Figures 1 and 2 of the Ogasawara patent and the store server of col. 2, l. 36 - col. 3, l. 20 of the Ogasawara patent do not teach or disclose “receiving at the user equipment control information from a management entity independent of the merchant entity” as recited in Claim 1. Similar citations to the Ogasawara patent lack any teaching or disclosure of receiving control information from a management entity *which is independent of the merchant entity*. As best as the Applicant can interpret the responses of the final Office Action, it appears that the independence of the management entity from the merchant entity still has not been considered with regard to Claim 1; e.g., the Office Action refers to “the merchant” and “stores company server” on page 2 and “stores company server,” “merchant server,” and “store server” on page 3. By comparison, the language of Claim 1 recites that the management entity is independent of the merchant entity. No citation or response has been provided which fully and clearly expresses how this distinction of the language in Claim 1 is disclosed by the Ogasawara patent.

Similarly, Claims 21 and 26 each recite that the management entity is “of a credit card issuer,” not a management entity of the store/merchant. And, as noted below in the prior arguments, the citations in the prior Office Actions have failed to distinguish that the management entity is “of a credit card issuer,” and not simply a merchant entity server that stores payment information, such as credit card information for customers.

The only citation in Section 1 of the Office Action is to col. 10, ll. 1-57 and col. 14, ll. 1-32, but Applicant’s review of these sections continues to find that the Ogasawara patent is limited to the transfer of a personal shopping application from a server connected with the store (either located at the store or located remote from the store, but associated with the store) with which the user wishes to make a transaction.

Nowhere in the Ogasawara patent does there appear to be any teaching or disclosure of control information being received from a credit card issuer or other management entity independent of the merchant entity.

Applicant's Arguments Previously Presented on December 22, 2005

Applicant respectfully submits that the Ogasawara patent fails to teach or disclose all of the claim limitations of the rejected claims. Specifically, independent Claim 1 includes the steps of (i) receiving at the user equipment control information from a management entity independent of the merchant entity with which a transaction is to be conducted and (ii) updating transaction means based on the received control information to make it compatible with said merchant entity after a change in the transaction mechanism thereof. Nowhere in the Ogasawara patent is there any disclosure or suggestion to provide control information to a user equipment from a management entity independent of the merchant entity with which a transaction is to be conducted.

Similarly, independent Claim 21 specifies a transaction service entity of a credit card issuer adapted to generate control information to be transported to the user equipment. Likewise, independent Claim 26 specifies the steps of receiving at the user equipment control information from a management entity of a credit card issuer and changing the configuration of the transaction means based on the received control information. Nowhere in the Ogasawara patent is there any disclosure or suggestion to provide control information to a user equipment from a transaction service entity or management entity of a credit card issuer. The Ogasawara patent refers at cited column 18, lines 36 to 63 to the option of making payments by credit card by entering a credit card account number or pre-registering a credit card with the seller, but there is no disclosure or suggestion for the *credit card issuer* to provide control information to the shopper's mobile telephone for updating or changing the configuration of the purchase transaction program for making transactions with the store. On the contrary, as evidenced by the sections of the Ogasawara patent listed below, the key teaching of the Ogasawara patent is for the *store company's purchase transaction program* to be provided to the shopper's mobile telephone *from the server of the company that operates the store* every time the shopper visits the store, not from *a transaction service entity or a management entity of a credit card issuer*.

The aforementioned aspects of the Ogasawara patent teach away from the techniques recited in independent Claims 1, 21, and 26 of the present application. For example, in column 2, lines 49 to 52, the Ogasawara patent describes that "once a customer visits a store, the customer simply dials the number of the *store's* personal shopping system service. The personal

shopping system application is then automatically downloaded into the customer's telephone." In column 2, lines 61 to 65, the Ogasawara patent describes that "a *store* maintains a server which provides a downloadable purchase transaction program to a purchaser's wireless telephone when the purchaser calls *the store's server* via the purchaser's wireless telephone." In column 3, lines 7 to 14, the Ogasawara patent describes "downloading (i.e. downloading the purchase transaction program *from the store company's server* as needed) allows a plurality of different sellers to utilize their own programs, *rather than requiring a single, universal program for all sellers* ... different sellers will desire to incorporate their different messages, advertisements, menus, etc. into their own purchase transaction program and to further customize their own purchase transaction program so as to tailor it to the products being sold." And in column 16, lines 16 to 27, the Ogasawara patent describes that "the purchaser merely dials the number of the server 10, 26 for the company from which the purchaser would like to make a purchase ..., then a purchase transaction program is downloaded from the server into the wireless telephone". See *the Ogasawara patent* (emphasis added). Thus, the Ogasawara patent discloses using the *store company's own purchase transaction program* to be provided to the shopper's mobile telephone *from the server of the company that operates the store* and does not disclose or suggest providing control information to a user equipment *from a management entity independent of the merchant entity* as required by Claim 1, *a transaction service entity of a credit card issuer* adapted to generate control information to be transported to the user equipment as required by Claim 21, or receiving at the user equipment control information *from a management entity of a credit card issuer* as required by Claim 26.

Accordingly, Applicant submits that the Ogasawara patent does not disclose or suggest all of the claim limitations of Claims 1, 21, and 26 and that such claims are in a condition for allowance. In view of the remarks presented above with respect to Claims 1 and 21, Applicant submits that pending dependent Claims 5-20 and 22-24, depending from Claims 1 and 21, respectively, are in condition for allowance for the reasons provided with respect to Claims 1 and 21. Applicant submits that the above remarks traverse the § 102(e) rejections of the Office Action.

Conclusion

In view of the remarks presented above and those previously presented, Applicant submits that all of the pending Claims 1, 5-24, and 26 are in condition for allowance. Accordingly, entry of the allowance of the application is respectfully requested. Alternatively, withdrawal of the finality of the pending Office Action is respectfully requested. In order to expedite the examination of the present application, the Examiner is encouraged to contact Applicant's undersigned attorney in order to resolve any remaining issues.

It is not believed that extensions of time or fees for net addition of claims are required, beyond those that may otherwise be provided for in documents accompanying this paper, such as the fees for a request for an extension of time. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 CFR § 1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 16-0605.

Respectfully submitted,



Christopher J. Gegg  
Registration No. 50,857

**CUSTOMER NO. 00826**  
**ALSTON & BIRD LLP**  
Bank of America Plaza  
101 South Tryon Street, Suite 4000  
Charlotte, NC 28280-4000  
Tel Charlotte Office (704) 444-1000  
Fax Charlotte Office (704) 444-1111  
CLT01/4821229v1

ELECTRONICALLY FILED USING THE EFS-WEB ELECTRONIC FILING SYSTEM OF THE UNITED STATES PATENT & TRADEMARK OFFICE ON MAY 9, 2006.